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# Home repairs: avoiding common problems

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Planning a few renovations to your home? Some new wallpaper, perhaps a small rec room complete with fireplace? If you are, you've joined many other homeowners who have decided that renovation is a better alternative to buying an expensive new home. Whether it's a major project or simple repairs, good sense will ensure that you get top value for your dollar. A few precautions will eliminate common problems which may befall the unsuspecting homeowner.



Ministry of  
Consumer and  
Commercial  
Relations

Although some contracting firms will spread payments over a period of time—charging interest of course—it may be wiser to arrange your own financing. That way you control payments to the contractor in case of trouble. Remember that finance costs vary considerably so shop for credit as carefully as you do for other goods and services.

**While work is in progress**

It's a good idea to keep an eye on work in progress. You may be able to spot problems and have them corrected before the job is completed. Never sign a completion certificate until the work has been finished to your satisfaction.

**If trouble strikes**

Despite all precautions you may still find yourself the victim of unethical business practices. In such cases there are several alternatives.

Under The Consumer Protection Act, you may cancel an execratory contract (one where delivery payment and performance of work remain to be completed) signed in your home by sending a registered letter to the company within 48 hours—or two full working days—of signing.

The Business Practices Act allows you to have the transaction rescinded by sending a registered letter to the company if you have been misled by false or deceptive consumer representations.

The Ministry of Consumer and Commercial Relations will also provide assistance. If you wish to lodge a complaint against a contractor, contact the ministry's consumer services bureau nearest you. Regional offices are located in Toronto, Hamilton, London, Ottawa, Peterborough, Sault Ste. Marie, Sudbury, Thunder Bay and Windsor.

To obtain more information about The Consumer Protection Act and The Business Practices Act, write:

Ministry of Consumer and Commercial Relations  
 555 Yonge Street,  
 Toronto, Ontario M7A 2H6

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## The big decision

Before you do anything, make sure you know exactly what you want. Jot your ideas down on paper. If you want to renovate the entire house over a period of time, draw up an overall plan including your areas of priority. A mid-stream change of plans will cost money and cause headaches for you as well as for the contractor doing the job.

Don't be talked into having work done just because the rest of the neighbourhood is doing it or because the price is bargain basement. If the deal sounds too good to be true, it probably is. Also, keep in mind that renovations do not automatically add to the value of your home.

If the project is a major one, seek professional advice before the job is started. An architect or engineer can provide expert guidance on design and the most efficient and inexpensive way to accomplish the desired result.

When you have decided what you want, obtain specific estimates from at least three reliable firms. Prices should include the cost of materials and labor. Beware of the contractor who quotes a flat rate before inspecting your house.

## Finding the right person for the job

Unless you are a qualified "do-it-yourselfer" hire a competent contractor recommended by friends and neighbours; don't just make a random selection from the yellow pages or newspaper ads.

Ask a contractor for names of previous customers and then look at the work done for them. You may also be able to get names of reputable firms from local building supply stores.

Better business bureaus, chambers of commerce, local licensing commissions or municipal building inspectors maintain records of home improvement contractors. Check with any or all of these groups to find out if the firm with which you intend to deal has a record of reliability.

## The door-to-door game

A common dodge in the home renovating business is the offer of a "good deal" by a door-to-door salesman because "we just happen to be in the neighbourhood with all our material and equipment."

Don't fall for that pressure tactic. Ask the salesman for the names of neighbours who had work done and get their opinion.

If you do decide to sign a contract, find out who does the actual work. In many cases, the salesman may simply sell the signed contract to another company.

There are other door-to-door tricks to watch out for. A salesman offers to "inspect" your furnace, chimney or roof, free of charge. Afterwards you are told that immediate and expensive repair work must be done. Of course the tradesman offers to do the work and has a contract ready for signature.

If you suspect work is necessary choose your own company and don't be tempted because someone is already at your house.

Don't be influenced by vague promises of discounts if your house is used as a model to advertise the service in the neighbourhood. The discount will turn out to be conditional on how many of your neighbours buy the same service. Unfortunately, they have probably already been offered the same deal.

## Signing on the dotted line

Once you have selected a contractor and receive a cost estimate, obtain all details in writing in the form of a contract. Before you sign, make sure this lists any extras—the type and amount of work to be done, the total cost, the date of completion and who is responsible for cleaning up afterwards.

Read the fine print. Avoid "progression" clauses which say you must pay at specified times during the course of the work regardless of whether or not the job is progressing to your satisfaction.

Make sure that all sub-trades are covered in the contract to avoid a nasty surprise when you are confronted with a hefty bill from an electrician or plumber on top of the price you thought covered the entire job.

Check warranties and guarantees carefully. The contractor's reputation and length of time in business is important. A "10-year" guarantee is of no use if the contractor goes out of business next month.

If a large amount of money is involved have a lawyer go over the contract in order to spot any hidden clauses before you sign.

## Be aware of bylaws

It may be necessary to obtain a building permit for major renovations so check with your municipality before work begins.

Responsibility for obtaining the building permit rests with the property owner. If you want the contractor to obtain the permit, make sure this is spelled out in the contract and don't allow construction to begin until you've seen the permit.

## Parting with your money

Keep down-payments to an absolute minimum (about 10 per cent) and never pay the full amount of the contract before the work is completed.

This helps ensure that the contractor will stay to finish the job and protects you from financial loss if the company declares bankruptcy before work is completed.

Don't let the contractor talk you into making a large down-payment "to pay for the materials." Reputable firms normally have adequate credit to purchase necessary materials.

The Mechanics Lien Act requires you to hold back 15 per cent of each progress payment until 37 days after the work is completed. That way, if the contractor or sub-contractor does not pay the supplier for materials, you are protected from liability under the Mechanics Lien Act.